

Certificate of Notice Page 1 of 3
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Matthew B. Wiggins
Debtor

Case No. 13-19971-mdc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: ChrissyW
Form ID: pdf900

Page 1 of 1
Total Noticed: 2

Date Rcvd: Nov 07, 2016

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 09, 2016.

db +Matthew B. Wiggins, 106 N. Wayne Street, West Chester, PA 19380-2803

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
13190504 E-mail/Text: camanagement@mtb.com Nov 08 2016 02:21:19 M&T Bank, POB 1288,
Buffalo, NY 14240

TOTAL: 1

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 09, 2016

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 7, 2016 at the address(es) listed below:

ANDREW F GORNALL on behalf of Creditor M&T BANK agornall@kmlawgroup.com,
bkgroup@kmlawgroup.com
GARY E. THOMPSON on behalf of Debtor Matthew B. Wiggins get24esq@aol.com
JOSHUA ISAAC GOLDMAN on behalf of Creditor M&T BANK bkgroup@kmlawgroup.com,
bkgroup@kmlawgroup.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 5

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Matthew B. Wiggins

Debtor

CHAPTER 13

M&T BANK

Movant

vs.

NO. 13-19971 MDC

Matthew B. Wiggins

Debtor

William C. Miller Esq.

Trustee

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on Debtor's residence is **\$1,952.38**, which breaks down as follows;

Post-Petition Payments: September 2016 and October 2016 at \$766.09

Fees & Costs Relating to Motion: \$1,026.00 (\$850.00 fees and \$176.00 costs)

Suspense Balance: \$605.80

Total Post-Petition Arrears \$1,952.38

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Beginning November 2016 and continuing through April 2017, until the arrearages are cured, Debtors shall pay the present regular monthly payment of **\$766.09** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of **\$325.40** towards the arrearages on or before the last day of each month at the address below;

M&T Bank
P.O BOX 62182
Baltimore, MD 21264

b). Maintenance of monthly mortgage payments to the Movant thereafter.

3. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 6, 2016

By: /s/ Joshua I. Goldman, Esquire
Joshua I. Goldman, Esquire
Thomas Puleo, Esquire
Attorneys for Movant
KML Law Group, P.C.
Main Number: (215) 627-1322

Date: 10/20/16

Gary E. Thompson Esquire
Attorney for Debtor(s)

Approved by the Court this 4th day of November, 2016. However, the court retains discretion regarding entry of any further order.

Magdelene D. Coleman
Bankruptcy Judge
Magdelene D. Coleman

11/11/16
No Objection:
Magdelene D. Coleman
TRUSTEE
***without prejudice to any trustee rights or remedies**